

## **SPEND, SNAP & WIN (“Contest”)**

The Contest is organised by LBS Bina Group Berhad (hereinafter known as “the Organiser”). By participating in the Contest, you agree to be bound by the following terms and conditions (consisting of the General Terms and Conditions and the Specific Terms and Conditions) between you and the Organiser (“Contest Terms”). You agree that the Organiser may include additional terms to and/or vary the Contest Terms at our sole discretion at any point of time and any additional and/or variation of the terms shall be incorporated by reference immediately at the point of time in which it is implemented. You are advised to visit this page from time to time to be updated of the latest Contest Terms.

In the event of any inconsistency between any terms and conditions stipulated in any of our marketing brochures, leaflets, buntings, or otherwise any other platforms and the Contest Terms stipulated herein, the latest Contest Terms shall prevail.

### **(A) GENERAL TERMS & CONDITIONS**

#### **1. CAPACITY AND REPRESENTATION**

- 1.1. To participate in the Contest, you must be aged eighteen (18) and above in Malaysia or have attained an age of majority in the jurisdiction in which you are domiciled to enter into legally binding contracts.
- 1.2. You acknowledge and agree that all information made by you are true, accurate, and not misleading. We reserve the right to request more information from you in the event we deem that the information provided by you is insufficient. Kindly note that failure by you to provide us with true and accurate information may result in your disqualification from the Contest.
- 1.3. You shall be responsible to update us immediately in the event that you discover that any information made by you is erroneous, outdated, or insufficient. Kindly note that failure by you to provide the necessary information to us may result in your disqualification from the Contest.
- 1.4. You further acknowledge that we will rely on any information provided by you and that any false, inaccurate, and/or misleading information may cause losses and damage to us. You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from the losses and damage suffered as a result of the false, inaccurate and/or misleading information provided by you.

- 1.5. You shall not use the Contest as a means or manner to facilitate any illegal and/or fraudulent transactions.
- 1.6. You will not, by participation or entrance of the Contest, violate any other terms and conditions, policies, and guidelines, and/or contracts that you have agreed to.
- 1.7. You will comply with all applicable laws, by-laws, rules, regulations, policies, instructions, directions, orders and/or directives from us, any governmental organization, and/or relevant authorities.

## **2. PRIVACY**

- 2.1. All information provided by you shall be collected, stored, used and retained by us in accordance with our Personal Data Protection Act Notice. You are to read, acknowledge and accept our Personal Data Protection Act Notice which is incorporated by reference herein and can be found at <https://lbs.com.my>

## **3. TAX AND DISBURSEMENTS FEES**

- 3.1. You shall bear all transportation, personal expenses, insurance, stamp duties, transfer fees, taxes, any other duties and/or any other costs, fees and/or related expenses incurred pertaining to the Prize.
- 3.2. You shall be solely responsible to declare your Prize winnings with the relevant tax authorities and paying for any levy, duty, charges and tax that is imposed (if any). The Organiser shall not in any way be held liable to pay any charges, tax, levy, fines and/or duty that are imposed on the Winners by the relevant tax authorities for the Prize winnings.

## **4. PRIZES**

- 4.1. The Organiser shall not assume any liability and responsibility whatsoever in the event of any mishaps, injuries, damages, death, claims and/or accidents suffered by your participation in the Contest and from the use of the Prizes.
- 4.2. You shall hold the Organiser harmless against any liability and claims and agree to indemnify the Organiser completely for any claims, damages, losses and liability arising from and/or in relation to your use of the Prizes.

- 4.3. You agree and acknowledge the Organiser provides no representation or warranty of any kind whatsoever in respect of any defect or other faults in relation to the Prize, and that the Prize displayed in any marketing or promotional materials are for illustration purposes only which may not depict the actual color, material, model, and/or specification of the actual Prize.
- 4.4. The Organiser shall not be liable to compensate and/or rectify any defect or other faults in the Prizes. You shall contact and refer to the supplier, manufacturer, distributor and/or reseller of the Prizes in the event that you have any queries, concerns, and issues regarding the Prizes.
- 4.5. Any decisions taken by the Organiser are final and binding on you. The Organiser shall not be obliged to entertain any queries, claims, requests or correspondences after the decision of the Organizer has been made.
- 4.6. You agree that the Prize is non-transferable, non-refundable, and non-exchangeable for cash without the Organizer's express written consent. The Organizer reserves the right to substitute any Prize with that of a similar value by notifying you of the same.

## **5. INDEMNITY**

- 5.1. You agree to hold harmless and indemnify us, our directors, our employees, our agents, our affiliates, and any other third parties facilitating the Contest from any losses and damages suffered by us as a result of your violation or breach of the Contest Terms.

## **6. PROMOTIONAL MATERIALS**

- 6.1. You agree that the Organiser shall have the right to interview you, take photographs, and videos as well as use your personal details which shall include your name(s) for our marketing campaign materials for the purposes of advertising, trade and/or publicity in accordance to the Privacy clause above. You acknowledge that any interview results, photographs and videos shall be solely owned by us.

## **7. MISCELLANEOUS**

- 7.1. Any representation of the Prizes shown in any advertisement and promotional materials are solely for illustration purpose and may defer from the actual prizes.

- 7.2. The Organiser reserves the right at its sole discretion to suspend, modify, extend, delay or terminate the Contest at any time without prior notice to you.
- 7.3. Any decisions taken by the Organiser are final and binding on you and the Organiser shall not be obliged to entertain any queries, claims, requests or correspondences after the decision of the Organizer has been made.
- 7.4. The Organiser shall have the absolute right to disqualify any individual that it determines to be tampering with and/or disrupting the operations of the Contest, and/or to be acting in breach or potential breach of this Contest Terms.
- 7.5. Any provisions applicable to the Contest which is prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.

## **8. DISCLOSURE**

- 8.1. This Contest is in no way sponsored, endorsed or administered by, or associated with Meta Platforms, Inc (formerly known as Facebook Inc). The Organiser expressly excludes any losses, claims, and/or actions arising from any glitch, malfunction, shut down, and/or otherwise use arising specifically from Facebook, Instagram or any platform (whether or not derivative) from MetaPlatforms Inc.

## **B. SPECIFIC TERMS AND CONDITIONS**

### **THE CONTEST**

#### **The Contest Period**

The period shall commence from **15 August 2022 – 28 August 2022, 12:00 am** (“The Contest Period”). The Organiser reserves the absolute right to extend or vary the Contest Period at its sole discretion. All entries received before and after the Contest Period shall be invalid and will not be entertained by the Organiser.

## **Eligibility & Participation**

- A) Any person who has fulfilled the criteria below and has abided by the steps in the contest mechanism below shall be eligible to participate in this Contest (“Participants”);

### Criteria

- I. The Participant shall be a resident of Malaysia;
- II. The Participant shall be aged 18 years and above; and

The Participant’s Facebook and/or Instagram account shall be set as ‘Public’ wherein the Organizer and/or its appointed third parties is able to view the entries submitted by the Participant during The Contest Period.

- B) Participants are allowed to submit multiple entries in accordance to the contest mechanism below. Notwithstanding the above, the Participants acknowledge and agree that are only eligible to win any of the Prizes (as defined below), once.

## **Contest Mechanism**

- i. The Participant shall visit and purchase any goods at any Watsons physical stores nationwide during The Contest Period;
- ii. The Participant shall have created and submitted a creative photograph on its own Facebook and Instagram profile as a ‘post’ which shall include the Participant as a subject in the said photograph [Selfie or Wefie] with the Organizer’s “**LBS SkyLake Residence**” standee, wherein the standee shall be fully and clearly visible in the said photograph;
- iii. The Participant shall submit the invoice/receipt unique number of its purchase of goods stated in (i) above in the provided google form (<https://bit.ly/3bpxff6>) which shall be made available to the Participant on the Organizer’s Facebook profile (“Submission Form”);
- iv. The Participant shall or shall have “like”-d and “follow”-ed the Organiser’s Facebook (@LBSBinaGroup) and Instagram (@lbsbinagroup) social media platforms respectively and shall maintain the same throughout The Contest Period; and
- v. The Participant shall tag three (3) unique profiles that they are connected to on Facebook/Instagram in the caption of the Participant’s

entry as stated in item (ii) above, include the hashtags [[#LBSBinaGroup](#); [#LBSBinaContest](#); [#WatsonsXLBS](#) [#Watsonsclub12](#) ] in the said entry, and comment “I’M DONE” in the comment section of the Organizer’s Facebook and Instagram posting.

- vi. The Organizer shall designate two hundred (200) entries submitted by the Participants as the winners of the Prizes as further detailed in the Prizes section below.

## **Prizes**

- I. The prizes shall consist of;

<b>Contest</b>	<b>Contest Period</b>	<b>Winners</b>	<b>Prize</b>	<b>Total</b>
Spend, Snap & Win	15 Aug – 28 Aug 2022	The first 100 Participants	Watson e-Voucher RM50	RM5,000
		The 100 most creative entries submitted by Participants	Touch n’ Go e-voucher RM10	RM1,000

The Organizer shall announce the winners of the Contest on **1 September 2022** or any other date as notified by the Organizer to the general public (“Winner Announcement Date”).

## **Prizes Redemption Details**

- (1) The Prizes will be emailed to the winners within **fourteen(14) business days** from the “Winner Announcement Date” to the email provided by the winners in the Submission Form and the winners shall acknowledge the email sent by the Organizer accepting the Prizes.
- (2) Prizes must be **acknowledged by the Participants within 30 days** after receiving the email from the Organizer or it will be forfeited.

## **DISQUALIFICATION**

The Organizer reserves the right to disqualify any submissions in the abovementioned terms and conditions in the event that; the submission of any photograph(s) are blur, unclear, and/or containing inappropriate content, including but not limited to vulgarity, obscenity, lewd, pornographic or violent material, or materials which promote violence or which disparages the Organizer or any other person or entity, or contain trademarked or copyrighted material.